



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

it was error to refuse to allow appellant to amend her cross bill charging the appellee with additional recent acts of adultery. The evidence does not disclose a lack of proper diligence on her part.

---

NEWBURY V. BANK OF PRINCETON.—Decided at Wytheville, July 5, 1900. *Buchanan, J.* Absent, *Riely, J.*:

1. FRAUDULENT CONVEYANCES—*Notice to grantee—How proved.* If the grantee in a fraudulent deed had knowledge at the time of the conveyance of facts and circumstances which were naturally and justly calculated to excite suspicion in the mind of a person of ordinary care and prudence, and which would naturally prompt him to pause and enquire before consummating the transaction, and such enquiry would have necessarily led to a discovery of the fact with notice of which he is sought to be charged, he will be considered to be affected with such notice, whether he made enquiry or not. But while the fact of notice may be inferred from circumstances, as well as proved by direct evidence, yet the proof must be such as to affect the conscience of the purchaser, and must be so strong and clear as to fix upon him the imputation of *mala fides*. In the case in judgment such proof has not been furnished.

2. CHANCERY PRACTICE—*Suit to avoid conveyance—Notice of fraud before payment—Notice of execution against grantor.* In a suit to set aside a fraudulent deed, where it appears that the grantee acquired notice of the fraud before he had paid bonds given for deferred payments of purchase money, and also had notice of the plaintiff's execution against his grantor, a decree should be entered against the grantee in favor of the plaintiff for the amount of such bonds and the interest thereon from maturity.

---

CASH V. HUMPHREYS, RECEIVER.—Decided at Wytheville, July 5, 1900.—*Buchanan, J.*:

1. APPEAL AND ERROR—*Judgment lien—Amount in controversy—Title or boundary of land.* In a suit to subject lands to the payment of the lien of a judgment where the defendant appeals the jurisdiction of this court is regulated by the amount of the judgment. The "title or boundary of land" is not involved although the appeal be taken by one who is not the judgment debtor, and the controversy is over the liability of the land to the lien of the judgment.

---

NEWBERRY AND OTHERS V. FRENCH.—Decided at Wytheville, July 5, 1900.—*Harrison, J.* Absent *Riely, J.*:

1. SPECIFIC PERFORMANCE—*Doubtful title.* A purchaser of land at a private sale will not be required to pay his money for a defective or even doubtful title. This is especially true where the purchaser has contracted for a good and sufficient deed, which undertaking is not confined to the form of the deed, but includes a good title.

2. SPECIFIC PERFORMANCE—*Changed circumstances—Delay.* It is a general rule, applying to either vendor or vendee, that where there has been a change of circumstances or relations which renders the execution of the contract a hardship on the defendant, and this change grows out of or is accompanied by an unexcused

delay on the part of the complainant, the change and the delay together will constitute a sufficient ground for denying a specific performance, when sought by one thus in default.

3. VENDOR AND VENDEE—*Knowledge of title—Estoppel.* A vendor who has contracted to deliver a good and sufficient deed to land, and who knows that he has not the legal title thereto and cannot make such deed, cannot complain of the failure of the vendee to notify him of objections thereto. He cannot deny knowledge of the condition of his own title.

4. RESCISSION—*Decree against vendor—Charge on land.* Upon rescission of an unrecorded contract for the sale of land where numerous judgments have been recovered against the vendor between the date of the contract and the time of rescission, the decree in favor of the purchaser for the amount paid on the land will not be made a charge upon the land.

---

NATIONAL MUTUAL BUILDING & LOAN ASSO'N V. BLAIR.—Decided at Wytheville, July 5, 1900. *Harrison, J.* Absent, *Riely, J.*

1. FRAUD—*Delay—Acquiescence—Waiver.* Great punctuality and promptness of action is required of one who seeks to avoid a deed on the ground that it was obtained by fraud. Upon discovery of the fraud or of facts or circumstances from which knowledge thereof would be imputed to him, he must act without delay. Unnecessary delay, though short of the act of limitations, will generally bar equitable relief. If by reason of such delay the rights of innocent third parties have intervened or the position of even the wrong doer is changed to his prejudice, the right to repudiate will be deemed to have been waived.

2. SPECIFIC PERFORMANCE—*Change of circumstances—Delay.* Where there has been a change of circumstances or relations of parties which would render either an execution or rescission of a contract a hardship to the defendant, and this change grows out of an unexcused delay on the part of the complainant, the change and delay together will constitute a sufficient ground for denying equitable relief.

3. VENDOR AND VENDEE—*Assumption of lien—Release.* If the purchaser of real estate assumes the bonds of his vendor as a part of the purchase price, and secures the same by a deed of trust on such real estate for the protection of his vendor—the said bonds being already secured by a prior deed of trust on the same real estate—the release of the first deed of trust operates as a release of the second deed of trust also.

4. RECORDATION—*Purchasers—Notice.* As only purchasers without notice can take advantage of a failure to record, such failure cannot affect a purchaser who has actual notice.

---

EUBANK V. BROUGHTON.—Decided at Wytheville, July 5, 1900.—*Keith, P.* Absent, *Riely, J.*

1. MANDAMUS—*Public officers—Discretion.* The writ of mandamus is the appropriate remedy for compelling the performance by a public officer of a duty which is either imposed upon him by law, or necessarily results from the office